

Exhibit G



April 25, 2011

Mr. Brantley Thomas
Berkeley County School District
1007 Island Crossing Drive
Hanahan, SC 29410-4750

Re: Various

Dear Brantley:

We are pleased to enclose the invoices which represent the annual premiums you have discussed with Stan previously. If you should have any questions, please do not hesitate to give us a call.

Hope you and your family are well!

Sincerely,

Jana Pokorney
Senior Account Manager

Enclosures

**INVOICE # 78400**

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ACCOUNT NO.

CSR

DATE

BERKCOU

JP

04/25/11

Berkeley County School Dist.**P. O. Box 128****Moncks Corner, SC 29461**PO Box 33789
CHARLOTTE, NC
28233-3789800.
849.8008
704.
375.8000
334.6526 fax

Item #	Due Date Trm	Type	Policy #	Description	Amount
375103	05/01/11	AFE	CMIS	CONSULTING FEE	
				Brokerage Service Fee	
				Great American Ins. Cos.	\$ 70,000.00
				Invoice Balance:	\$ 70,000.00
Brokerage Service Fee for Multi-Year E&O Coverage Annual Premium 5-1-11/12 Thank You!					

Payment Due On Effective Date

May 1, 2011

Mr. Brantley Thomas
Berkeley County School District
229 E. Main Street
Moncks Corner, SC 29461

Re: Brokerage Service Agreement
Policy Term 6-29-11/12

Dear Brantley:

Attached please find the Knauff Insurance, Inc. (hereinafter "Knauff") Brokerage Service Agreement ("Agreement") for the Berkeley County School District (hereinafter "Client").

1. SERVICES PROVIDED.

Subject to the terms and conditions of this Agreement, Knauff agrees to provide the following services in connection with Client's Property and Casualty insurance program.

1.1 Risk Identification and Evaluation

Assist in identification and evaluation of significant loss exposures.

1.2 Risk Finance Program Design

Recommend insurance and/or other risk finance program structures, limits and service strategies to assist in evaluating risk finance options.

1.3 Market Submission Preparation and Review

Develop submission for Client's review and approval

1.4 Broking

Identify, evaluate and develop markets
Conduct negotiations with markets
Compare and make recommendations about program options
Place coverages or programs with markets as selected by Client.

1.5 Risk Finance Program Execution

Issue certificates of insurance, auto identification cards and other program documents as requested by Client
Review policies and other coverage documents
Prepare schedules of insurance
Prepare schedules of exposures as requested by Client
Process endorsements and other program changes as authorized by Client

1.6 Ongoing Client Service

1.7 Claims Services

2. COMPENSATION.

2.1. In consideration of the services to be provided, Client agrees to pay Knauff an annual fee of \$70,000 to be paid annually. Knauff's compensation shall be net of any premium or surplus lines taxes, sales, use, excise, value added or similar taxes, which taxes shall be the responsibility of, whether or not billed by Knauff. This agreement includes the services provided on the following lines of insurance:
School Leaders Errors & Omissions Liability coverage.

2.2 In the event of any mergers, acquisitions or other substantial changes in Client's business which result in a material increase in the responsibilities and time spent by Knauff beyond the original contemplation of the parties, the fee set forth in paragraph 2.1 shall be subject to renegotiation.

3. TERM.

This Agreement shall be for multi-year periods commencing on June 29, 2011 unless earlier terminated by either party. Knauff's responsibilities for performing the services stated in this Agreement and for servicing Client's coverages or programs shall cease as of the date of termination.

4. OTHER TERMS AND CONDITIONS.

The parties agree that:

- 4.1 Berkeley County School District responsibilities include:
- a. to make final decisions with respect to submissions and other matters relating to Client's coverages, risk management and risk control needs, activities and programs.
 - b. to review coverage documents delivered by Knauff and advise Knauff of any deviation in such documents from Client's specifications.
 - c. to provide complete and accurate information to Knauff as to Client's loss experience, risk exposures and any other information that Knauff requests.
 - d. to notify Knauff of any changes in business operations that may affect Knauff's services or coverages procured by Knauff.
- 4.2 Knauff cannot guarantee the availability of any particular form or type of insurance coverage or financial protection, the reasonableness of any term or condition nor, the financial solvency or condition of any insurer or other market.
- 4.3 The services provided by Knauff hereunder are provided for the exclusive use of Berkeley County School District and such services, recommendations, proposals, reports and information provided by Knauff are not to be distributed to, used or relied upon by other parties.
- 4.4 All disputes, claims or controversies relating to this Agreement, or the services provided, which are not otherwise settled, shall be submitted to a panel of three arbitrators and resolved by final and binding arbitration, to the exclusion of any courts of laws, under the commercial rules of the American Arbitration Association.

In those instances where any party is involved in an underlying claim or coverage dispute but the other is not, it is agreed that the arbitrators shall not be bound by any factual or legal determinations in such underlying claim or coverage dispute and that the arbitrators shall, in those cases where liability and/or damages cannot fairly be evaluated until resolution of the underlying claim or coverage dispute,

defer their consideration pending resolution of any such underlying claim or coverage dispute.

- 4.5 Judgment upon the award rendered may be entered in any court having jurisdiction thereof; however, the arbitrators may not enter an award for damages in excess of the actual compensatory damages sustained, nor make any award for punitive damages. Each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the cost of the third arbitrator and of the arbitration.
- 4.6 This Agreement, including any Exhibits referenced in this Agreement, constitutes the entire Agreement between the parties and supersedes all proposals, prior discussions and representations, oral or written, between the parties relating to this Agreement or any services to be provided to Berkeley County School District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dated indicated below.

Berkeley County School District

By: _____ Date: _____
Client

Knauff Insurance, Inc.

By: _____ Date: _____
Stanley J. Pokorney
Knauff Insurance, Inc.
704-375-8000